

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Toys R Us, Inc., as successor-in-interest to CE Stores, LLC		03/09/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Geoffrey, LLC
Street Address:	One Geoffrey Way
City:	Wayne
State/Country:	NEW JERSEY
Postal Code:	07470
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77814545	K B TOY WORKS
Registration Number:	2998915	CRITTER CORNER
Registration Number:	2185412	K B TOYS
Registration Number:	2364972	KAY-BEE TOY OUTLET
Registration Number:	2035542	KAY TOYS BEE
Registration Number:	1651141	KAY-BEE AMERICA'S TOY STORE
Registration Number:	1341681	KAY-BEE TOY & HOBBY
Registration Number:	1652713	KAY-BEE TOY STORES
Registration Number:	2300569	KAY-BEE TOYS
Registration Number:	1863363	K B TOY
Registration Number:	1366022	
Registration Number:	2369727	TOY LIQUIDATORS

CORRESPONDENCE DATA

900156940

**TRADEMARK
 REEL: 004166 FRAME: 0332**

CH \$315.00 77814545

Fax Number: (212)541-4630

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-541-2341

Email: toysuspto@bryancave.com

Correspondent Name: Patricia L. Werner/Bryan Cave LLP

Address Line 1: 1290 Avenue of the Americas

Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0182835/TRU.TO.GEOFFREY
NAME OF SUBMITTER:	Patricia L. Werner
Signature:	/Patricia L. Werner/
Date:	03/12/2010

Total Attachments: 2

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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
TOYS R US, INC. AND GEOFFREY, LLC**

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into as of the last date written below by and between Toys R Us, Inc., as successor-in-interest to CE Stores, LLC, a Delaware corporation, located at One Geoffrey Way, Wayne, NJ 07470 ("Assignor") and Geoffrey, LLC, a Delaware limited liability company, located at One Geoffrey Way, Wayne, NJ 07470 ("Assignee").

WHEREAS, Assignor has adopted and used in its business the trademark and service mark registrations and applications listed on the attached Schedule A (hereinafter referred to as the "Marks"); and

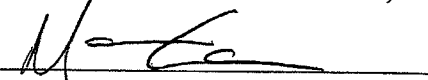
WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Marks and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover damages and profits for past infringements thereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee, all right, title and interest in and to the Marks, including such other trademarks, service marks and trade names as may be owned by Assignor and used in connection with the Marks, and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, including, but not limited to, the use of the Marks in any manner; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Marks, along with the right to recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment Agreement for and on behalf of Assignor as of the day and year written below.

Toys R Us, Inc.
as successor-in-interest to CE Stores, LLC

By: 

Name: Matthew Loncar

Title: OP - Corporate Counsel

Date: 3/9/2010

SCHEDULE A - TRADEMARKS

United States Federal Trademark Registrations

Trademark / Service Mark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Data)	Jurisdiction
BE-BOPPIN' BOOGIE LIGHTS*	2,674,290	1/14/2009	US
CRITTER CORNER	2,998,915	9/20/2005	US
K*B TOY EXPRESS (STYLIZED)*	2,256,262	6/29/1999	US
K*B TOY WORKS*	2,203,538	11/17/1998	US
K*B TOYS	2,185,412	9/1/1998	US
KAY TOYS BEE (IN DESIGN ELEMENT)	2,035,542	2/4/1997	US
KAY-BEE AMERICA'S TOY STORE	1,651,141	7/16/1991	US
KAY-BEE TOY & HOBBY	1,341,681	6/11/1985	US
KAY BEE TOY OUTLET	2,364,972	7/4/2000	US
KAY-BEE TOY STORES	1,652,713	7/30/1991	US
KAY-BEE TOYS	2,300,569	12/14/1999	US
KB TOY	1,863,363	11/15/1994	US
MISCELLANEOUS DESIGN (LITTLE TOY SOLDIER)	1,366,022	10/15/1985	US
TOY LIQUIDATORS	2,369,727	7/25/2000	US
TOY WORKS*	2,161,162	6/2/1998	US
TOY WORKS	1994-S3295	8/19/1994	Maryland
TOY WORKS	50039	8/29/1994	Massachusetts
TOY WORKS	941004	10/26/1994	Rhode Island

*Mark has been cancelled by the USPTO.

Foreign Trademark Registrations

Country	Trademark	Reg. No. (App. No.)	Reg./ Renewal Date	Record Owner	Registered, Renewed, Pending
CANADA	K*B TOYS	552495	1/28/2000	KB Holdings, LLC	Registered